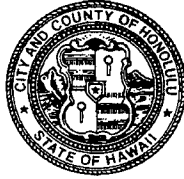


DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov

KIRK CALDWELL
MAYOR



MARK YONAMINE, P.E.
DIRECTOR

HAKU MILLES, P.E.
DEPUTY DIRECTOR

LA 20-196.JH
663901

May 13, 2020

The Honorable Ikaika Anderson
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

'20MAY14 PM 12:33 CITY CLERK

Dear Chair Anderson and Councilmembers:

SUBJECT: Kapolei City – Urban Core 8 Subdivision

We request your consideration of the ensuing dedication documents conveying a roadway and an easement for public use in Ewa. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter, is a map showing the roadways and an easement to be dedicated and copies of the documents conveying the roadways and an easement.

(1) Deed conveying roadway Lot 19515.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant document be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances.

(1) Grant of Sewer Easement 10692.

The Honorable Ikaika Anderson
Chair and Presiding Officer
and Members
May 13, 2020
Page 2

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,

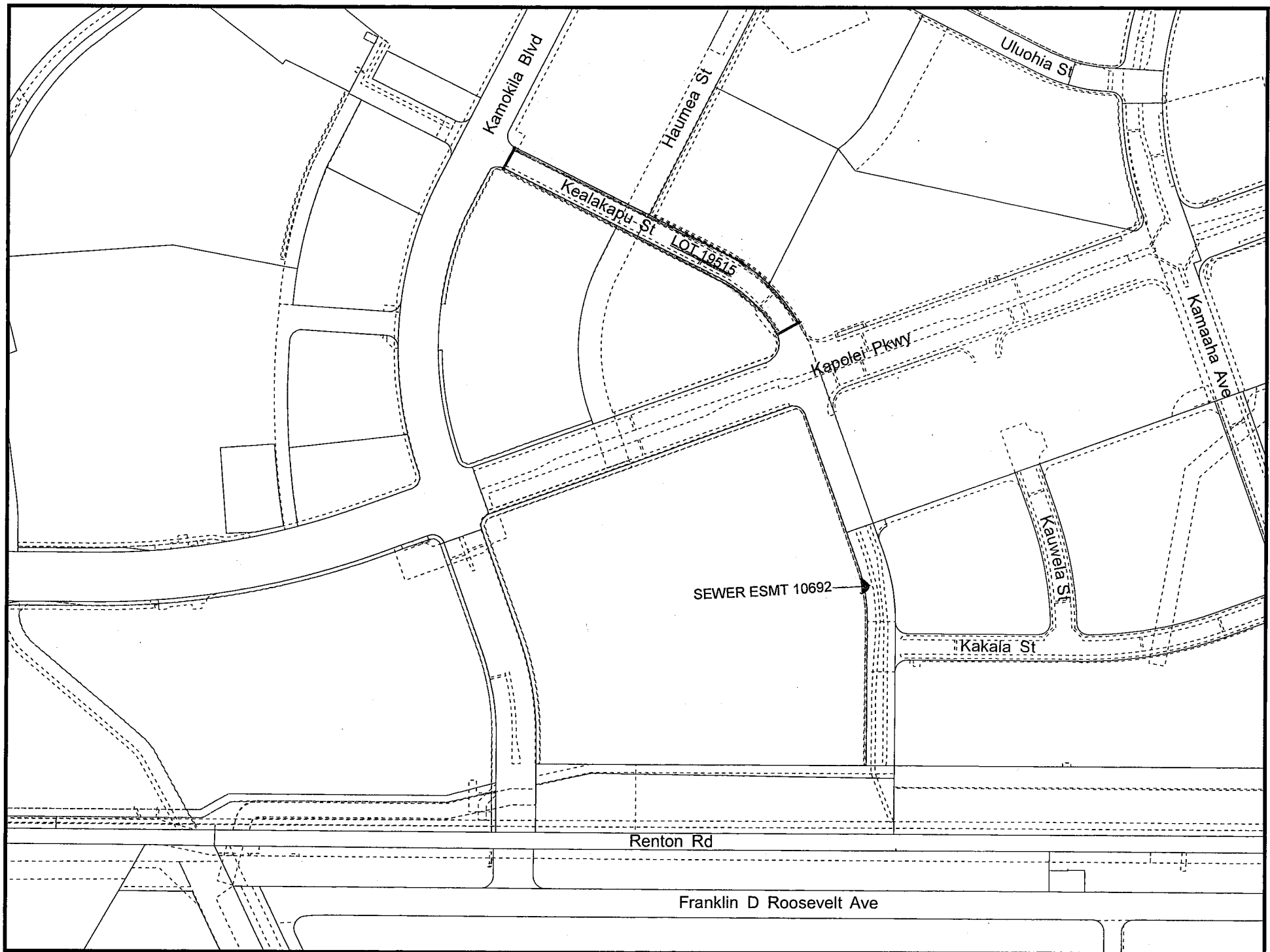
A handwritten signature in black ink, appearing to read "M. Yonamine".

Mark Yonamine, P.E.
Director

Enclosures (17)

APPROVED:

Roy K. Amemiya, Jr.
Managing Director



LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: 768-8706

TITLE OF DOCUMENT:

DEDICATION DEED

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-160-004
Transfer Certificate of Title No. 980,360 (as to Lot 19515 only)

(This document consists of 6 pages.)

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That as of July 20, 2016, **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company ("**Grantor**"), in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii ("**Grantee**"), the receipt whereof is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY** unto the Grantee, its successors and assigns, the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, absolutely and in fee simple.

Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the Property described in said **Exhibit "A"**, that the Grantor is lawfully seised in fee simple of the Property, that the Property is free and clear of all encumbrances except for the encumbrances mentioned in said **Exhibit "A"** and for real property taxes not yet due and payable, and that the Grantor will **WARRANT AND DEFEND** the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

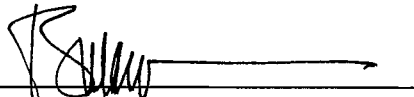
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, limited liability companies, or corporations, and their and each of their respective successors and assigns, according to the context thereof.

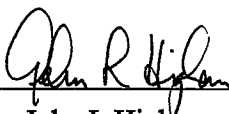
[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on the day and year first above written.

KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager

By 
Name: Bradford J. Myers
Its: President

By 
Name: John L. Higham
Its: Vice President,
Construction & Engineering Grantor

APPROVED AS TO CONTENTS

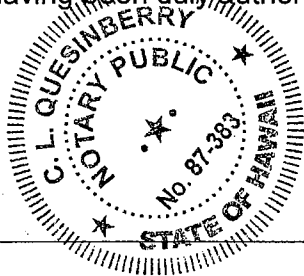
By 
Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 20th day of July, 2016, before me personally appeared Bradford J. Myers and John L Higham, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacity.



C.L. Quesinberry
Name: C.L. Quesinberry
Notary Public, State of Hawaii
My commission expires: July 12, 2019

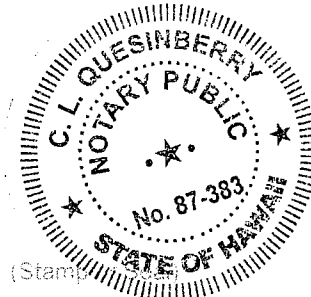
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **DEDICATION DEED**
Document Date: July 20, 2016
No. of Pages: 4 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry July 20, 2016
Signature of Notary Date of Notarization and
Certification Statement

C.L. Quesinberry
Printed Name of Notary



(Kapolei Properties LLC)

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, more particularly described as follows:



LOT 19515, area 1.141 acres, as shown on Map 1544, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land described in **Transfer Certificate of Title No. 980,360** issued to Kapolei Properties LLC.

SUBJECT, HOWEVER, to the following:

1. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.

2. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.

3. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.

4. Easement "5750" (area 70,200 square feet) for access and utility purposes, as shown on Map 820, as set forth by Land Court Order No. 123327, filed February 6, 1996.

5. Easement "6169" (area 38,395 square feet) for utility purposes, as shown on Map 898, as set forth by Land Court Order No. 128141, filed June 26, 1997.

6. Easement "6171" (area 22,800 square feet) for access purposes, as shown on Map 898, as set forth by Land Court Order No. 128141, filed June 26, 1997.

7. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672.

8. Grant of Non-Exclusive Easements dated December 30, 2004, in favor of the City and County of Honolulu and the Board of Water Supply, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3228386, affecting Easement "6169" (and another easement not affecting this lot).

9. Trustees Limited Warranty Deed with Restrictions, Covenants and Agreements dated as of November 1, 2006, by and between the Trustees under the Will and of

the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3505984.

10. Easement "10601" (area 6,726 square feet) for irrigation purposes, as shown on Map 1544, as set forth by Land Court Order No. 189466, filed December 14, 2011.

11. Easement "10602" (area 6,973 square feet) for irrigation purposes, as shown on Map 1544, as set forth by Land Court Order No. 189466, filed December 14, 2011.

12. Grant of Nonexclusive Irrigation Easement dated August 17, 2015, in favor of Campbell Hawaii Investor LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9405362, affecting Easements "10601" and "10602". The Grantee's rights and obligations under the above referenced Grant of Easement were assigned to The City of Kapolei Community Association, Inc., by instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9556175.

End of Exhibit "A"

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone: 768-8706

TITLE OF DOCUMENT:

GRANT OF SEWER EASEMENT

EASEMENT NO. E02256800

PARTIES TO DOCUMENT:

GRANTOR: **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-160-016
Transfer Certificate of Title No. 980,362 (as to Easement "10692")

(This document consists of 8 pages.)

GRANT OF SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made as of July 20, 2016, by and between **KAPOLEI INFRASTRUCTURE LLC**, a Hawaii limited liability company, whose principal place of business and post office address is 1001 Kamokila Boulevard, Suite 250, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

W I T N E S S E T H:

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipeline or pipelines, with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such sewer pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area. Provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and ground cover within said easement area, or after receiving approval from the Director of the Department of Environmental Services, from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any existing fences, roads, walks, curbs or appurtenances thereof within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any sewer pipeline or pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its sewer pipeline or pipelines from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any sewer pipeline through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at its expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean Kapolei Properties LLC, its successors or assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

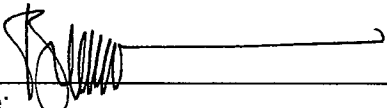
TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

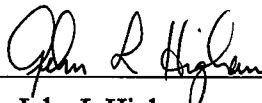
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

KAPOLEI PROPERTIES LLC, a Hawaii limited liability company,

By Aina Nui Corporation, a Hawaii corporation, its manager


By 
Name: **Bradford J. Myers**
Its **President**

By 
Name: **John L. Higham**
Its **Vice President,
Construction & Engineering**

APPROVED AS TO CONTENTS


Department of Environmental Services

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

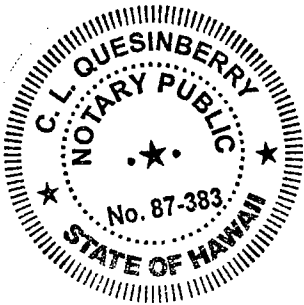
Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name:
Its Mayor

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 20th day of July, 2016, before me personally appeared Bradford J. Myers and John L. Higham, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C.L. Quesinberry
Name: C.L. Quesinberry
Notary Public, State of Hawaii

My commission expires: July 12, 2019

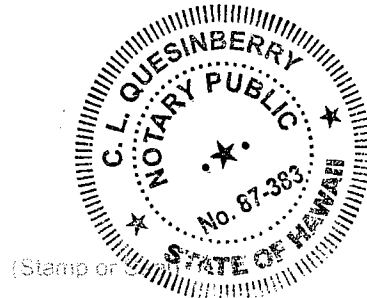
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: July 20, 2016
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry July 20, 2016
Signature of Notary Date of Notarization and
Certification Statement

C.L. Quesinberry
Printed Name of Notary



(Kapolei Properties LLC)

STATE OF HAWAII

)

) ss.

)

On this _____ day of _____, 20__, before me personally appeared

_____, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**Document Date: July 20, 2016

No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary	Date of Notarization and Certification Statement
---------------------	--

(Stamp or Seal)

Printed Name of Notary

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii, more particularly described as follows:

EASEMENT 10692, area 7,483 square feet, for sanitary sewer purposes, as shown on Map 1552, affecting Lot 18775, as shown on Map 1494, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land described in **Transfer Certificate of Title No. 980,362** issued to Kapolei Properties LLC, a Hawaii limited liability company.

SUBJECT, HOWEVER, to the following:

1. 40 ft. building setback line, as shown on Map 407, as set forth by Land Court Order No. 83457, filed April 3, 1987.
2. Amended Document Listing Conditions and Preconditions to Reclassification dated November 14, 1989, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1684751.
3. Amended and Restated Document Listing Conditions to Reclassification dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260754.
4. Document Listing Conditions of Order Modifying Conditions dated September 11, 1995, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2260756.
5. Unilateral Agreement and Declaration for Conditional Zoning dated November 17, 2004, made by Kapolei Property Development LLC and the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3195672.
6. Trustees Limited Warranty Deed with Restrictions, Covenants and Agreements dated as of November 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3505984.
7. Easement "9553" (area 17,988 square feet) for sanitary sewer purposes, as shown on Map 1389, as set forth by Land Court Order No. 175220, filed June 13, 2008.
8. Grant of Nonexclusive Easements (Temporary Access Only) dated July 3, 2008, in favor of the State of Hawaii, by its Board of Land and Natural Resources, recorded in



the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3765720.

9. Easement "10292" (area 42,153 square feet) for access, cable, CATV, communication, drain, electrical, sewer, telephone, and water purposes, as shown on Map 1494, as set forth by Land Court Order No. 182578, filed April 28, 2010.

10. Easement "10298" (area 25,602 square feet) for landscaping and irrigation purposes, as shown on Map 1494, as set forth by this Land Court Order No. 182578, filed April 28, 2010.

11. Easement "10299" (area 152,322 square feet) for drainage, flowage, and access purposes, as shown on Map 1494, as set forth by this Land Court Order No. 182578, filed April 28, 2010.

12. Grant of Drainage Easement dated September 23, 2015, in favor of the City and County of Honolulu, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9572255, affecting Easement "10292".

13. Grant of Nonexclusive Easement for Landscaping and Irrigation Purposes, and for Pedestrian and Bicycle Path Access Purposes dated February 22, 2019, in favor of Campbell Hawaii Investor LLC and D.R. Horton – Schuler Homes, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 10678291, affecting Easement "10298".

End of Exhibit A